

ITEL

RECORDATION NO. 15146-*F* Filed & Recorded

MAR 2 1987 10- 8 5 AM

INTERSTATE COMMERCE COMMISSION

IteI Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

February 27, 1987

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Date 3/2/87
For \$ 10.00
ICC Washington, D. C.

Re: Consent by McCloud River Railroad Company to Assignment dated as of December 15, 1986, by Green Bay & Western Railroad Company of the Sublease Agreement dated as of December 15, 1986, between Green Bay & Western Railroad Company and McCloud River Railroad Company, to the Connecticut Bank and Trust Company, as Trustee, under a Trust Agreement dated as of May 1, 1979, with General Electric Credit Corporation

Dear Ms. McGee:

On behalf of IteI Rail Corporation, the above instrument in seven (7) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. §11303(a), along with a check in the amount of \$30 covering the recordation fees.

Please record this Consent under the Sublease Agreement dated as of December 15, 1986, between Green Bay & Western Railroad Company and McCloud River Railroad Company, which was filed with the ICC on January 8, 1987, and given Recordation No. 15146. Please cross-index this Assignment to the Lease Agreement dated as of March 8, 1979, between IteI Rail Corporation and Green Bay & Western Railroad Company, which was filed with the ICC on May 10, 1979, and given Recordation No. 10362. Also, please cross-index this Assignment to the Lease of Railroad Equipment, dated as of May 1, 1979, between Connecticut Bank and Trust Company and IteI Corporation, Rail Division (as predecessor in interest to IteI Rail Corporation), which was filed with the ICC on June 7, 1979, and given Recordation No. 10461.

The parties to the aforementioned instrument are listed below:

McCloud River Railroad Company (Sublessee)
P.O. Drawer A
McCloud, California 96057

The Connecticut Bank and Trust (Trustee)
One Constitution Plaza
Hartford, Connecticut 06115

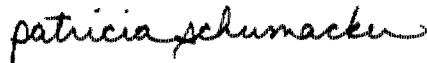
Attention: Corporate Trust Department

Hon. Noreta R. McGee
February 10, 1987
Page Two

This Consent covers seventy-five (75) 50'7", 70-ton, Plate C boxcars subleased to the McCloud River Railroad Company ("MR"), which boxcars bear reporting marks MR 178882-178956.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

A handwritten signature in cursive script that reads "patricia schumacker".

Patricia Schumacker
Legal Department

:ps
Enclosures

cc: Robert Kiehnle
Marianne Ledda

CONSENT

MAR 2 1987 10-35 AM

INTERSTATE COMMERCE COMMISSION

The undersigned, McCloud River Railroad Company ("McCloud"), sublessee under the Sublease dated as of December 15, 1986, between McCloud and Green Bay & Western Railroad Company ("GBW") (the "GBW Sublease") referred to in the foregoing Assignment (hereinafter called the "GBW-GE Assignment"), hereby acknowledges receipt of a copy of the GBW-GE Assignment, and consents to all the terms and conditions of the GBW-GE Assignment and agrees that:

(1) The Connecticut Bank and Trust Company, as Trustee (the "Trustee") shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by McCloud under the GBW Sublease as though the Trustee were named therein as the sublessor;

(2) The Trustee shall not, by virtue of the GBW-GE Assignment or this Consent, be or become subject to any liability or obligation under the GBW Sublease or otherwise; and

(3) McCloud's rights in the Units of Equipment set forth in Schedule 1 hereto (the "Units") shall be subject and subordinate to the rights of the Trustee under the Lease of Railroad Equipment dated as of May 1, 1979 (the "Lease") between the Trustee and Itel Corporation, Rail Division (predecessor to Itel Rail Corporation, hereinafter "Itel Rail"), i.e., upon notice to McCloud from the Trustee that an Event of Default has occurred and is continuing under the Lease, all rents and other amounts payable under the GBW Sublease to GBW shall be made directly to the Trustee and/or the Units may be returned to the Trustee.

This Consent may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent, when accepted by the Trustee by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

**McCLOUD RIVER
RAILROAD COMPANY**

(Seal)

By

Title PRESIDENT

Date

1-29-87.

Accepted:

**THE CONNECTICUT BANK
AND TRUST COMPANY, N.A.**
not in its individual capacity,
but solely as Trustee, under a
Trust Agreement dated as of
May 1, 1979 with General
Electric Credit Corporation.

By

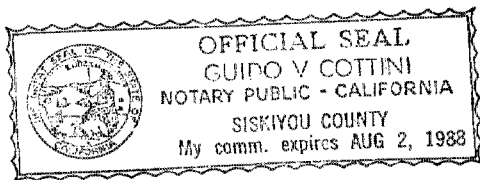
Title ASSISTANT VICE PRESIDENT

Date

2/26/87

STATE OF California)
COUNTY OF Siskiyou) ss.

On the 29th day of January, 198⁷, before me personally came Paul A. Zalec to me known, who, being by me duly sworn, did depose and say that he is the President of McCloud River Railroad Company, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of McCloud River Railroad Company; and that he signed his name thereto pursuant to like authority.



Guido V. Cottini

Notary Public

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On the 26 day of Feb, 198⁷, before me personally came Euse Amato to me known, who, being by me duly sworn, did depose and say that he is the ASSISTANT VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST CO., N.A., one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of THE CONNECTICUT BANK AND TRUST CO., N.A.; and that he signed his name thereto pursuant to like authority.

Ruth A. Smith

Notary Public

RUTH A. SMITH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1989